

Victor J. Cosentino, Esq., State Bar No. 163672

**LARSON & GASTON, LLP**

200 South Los Robles Avenue, Suite 530

Pasadena, California 91101

Telephone (626) 795-6001

Facsimile (626) 795-0016

Email: victor.cosentino@larsongaton.com

Attorneys for Defendant,

HANSEN & ADKINS AUTO TRANSPORT, INC.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

COUNTY OF ORANGE

LEONARD LUNA and IAN HALL,  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

HANSEN & ADKINS AUTO  
TRANSPORT, INC., a California  
Corporation, and DOES 1-10,  
inclusive,

Defendants.

CASE NO. 8:17-cv-00990-DOC-KES  
Honorable David O. Carter  
Courtroom 9D

**ORDER RE  
STIPULATED PROTECTIVE  
ORDER**

Trial Date: June 12, 2018

1           1.     A. PURPOSES AND LIMITATIONS

2           Discovery and compliance with class action procedures and orders in this  
3 class action are likely to involve production of confidential, proprietary, or  
4 private information for which special protection from public disclosure and from  
5 use for any purpose other than prosecuting this litigation may be warranted.  
6 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
7 following Stipulated Protective Order. The parties acknowledge that this Order  
8 does not confer blanket protections on all disclosures or responses to discovery  
9 and that the protection it affords from public disclosure and use extends only to  
10 the limited information or items that are entitled to confidential treatment under  
11 the applicable legal principles. The parties further acknowledge, as set forth in  
12 Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
13 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
14 procedures that must be followed and the standards that will be applied when a  
15 party seeks permission from the court to file material under seal.

16  
17           B. GOOD CAUSE STATEMENT

18           This class action will require the production of personal and confidential  
19 information of class members, including their names, addresses, and Social  
20 Security Numbers as well as review of such individuals' employment personnel  
21 files. for which special protection from public disclosure and from use for any  
22 purpose other than prosecution of this action is warranted. U.S. District Courts  
23 recognize the importance of protecting such information. See e.g., FRCP Rule  
24 5.2 and Local Rule 5.2-1. Such personal information is otherwise generally  
25 unavailable to the public, and may be privileged or otherwise protected from  
26 disclosure under state or federal statutes, court rules, case decisions, or common  
27 law. Accordingly, to expedite the flow of information, to facilitate the prompt  
28 resolution of disputes over confidentiality of discovery materials, to adequately

1 protect information the parties are entitled to keep confidential, to ensure that the  
2 parties are permitted reasonable necessary uses of such material in preparation  
3 for and in the conduct of trial, to address their handling at the end of the  
4 litigation, and serve the ends of justice, a protective order for such information is  
5 justified in this matter. It is the intent of the parties that information will not be  
6 designated as confidential for tactical reasons and that nothing be so designated  
7 without a good faith belief that it has been maintained in a confidential, non-  
8 public manner, and there is good cause why it should not be part of the public  
9 record of this case.

10  
11 2. DEFINITIONS

12 2.1 Action: [this pending federal law suit]. [\*Option: consolidated or  
13 related actions.]

14 2.2 Challenging Party: a Party or Non-Party that challenges the  
15 designation of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless  
17 of how it is generated, stored or maintained) or tangible things that qualify for  
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
19 the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
21 their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information  
23 or items that it produces in disclosures or in responses to discovery as  
24 “CONFIDENTIAL.”

25 ///

26 ///

27 ///

28 ///

1       2.6 Disclosure or Discovery Material: all items or information,  
2 regardless of the medium or manner in which it is generated, stored, or  
3 maintained (including, among other things, testimony, transcripts, and tangible  
4 things), that are produced or generated in disclosures or responses to discovery in  
5 this matter.

6       2.7 Expert: a person with specialized knowledge or experience in a  
7 matter pertinent to the litigation who has been retained by a Party or its counsel  
8 to serve as an expert witness or as a consultant in this Action.

9       2.8 House Counsel: attorneys who are employees of a party to this  
10 Action. House Counsel does not include Outside Counsel of Record or any other  
11 outside counsel.

12       2.9 Non-Party: any natural person, partnership, corporation, association,  
13 or other legal entity not named as a Party to this action.

14       2.10 Outside Counsel of Record: attorneys who are not employees of a  
15 party to this Action but are retained to represent or advise a party to this Action  
16 and have appeared in this Action on behalf of that party or are affiliated with a  
17 law firm which has appeared on behalf of that party, and includes support staff.

18       2.11 Party: any party to this Action, including all of its officers,  
19 directors, employees, consultants, retained experts, and Outside Counsel of  
20 Record (and their support staffs).

21       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
22 Discovery Material in this Action.

23       2.13 Professional Vendors: persons or entities that provide litigation  
24 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
25 or demonstrations, and organizing, storing, or retrieving data in any form or  
26 medium) and their employees and subcontractors.

27       2.14 Protected Material: any Disclosure or Discovery Material that is  
28 designated as "CONFIDENTIAL."

1        2.15 Receiving Party: a Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

3  
4        3.     SCOPE

5        The protections conferred by this Stipulation and Order cover not only  
6 Protected Material (as defined above), but also (1) any information copied or  
7 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
8 compilations of Protected Material; and (3) any testimony, conversations, or  
9 presentations by Parties or their Counsel that might reveal Protected Material.

10       Any use of Protected Material at trial shall be governed by the orders of the  
11 trial judge. This Order does not govern the use of Protected Material at trial.

12  
13       4.     DURATION

14       Even after final disposition of this litigation, the confidentiality obligations  
15 imposed by this Order shall remain in effect until a Designating Party agrees  
16 otherwise in writing or a court order otherwise directs. Final disposition shall be  
17 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
18 with or without prejudice; and (2) final judgment herein after the completion and  
19 exhaustion of all appeals, rehearing's, remands, trials, or reviews of this Action,  
20 including the time limits for filing any motions or applications for extension of  
21 time pursuant to applicable law.

22  
23       5.     DESIGNATING PROTECTED MATERIAL

24       5.1     Exercise of Restraint and Care in Designating Material for  
25 Protection. Each Party or Non-Party that designates information or items for  
26 protection under this Order must take care to limit any such designation to  
27 specific material that qualifies under the appropriate standards. The Designating  
28 Party must designate for protection only those parts of material, documents,

1 items, or oral or written communications that qualify so that other portions of the  
2 material, documents, items, or communications for which protection is not  
3 warranted are not swept unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited.  
5 Designations that are shown to be clearly unjustified or that have been made for  
6 an improper purpose (e.g., to unnecessarily encumber the case development  
7 process or to impose unnecessary expenses and burdens on other parties) may  
8 expose the Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that  
10 it designated for protection do not qualify for protection, that Designating Party  
11 must promptly notify all other Parties that it is withdrawing the inapplicable  
12 designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided  
14 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
16 protection under this Order must be clearly so designated before the material is  
17 disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic  
20 documents, but excluding transcripts of depositions or other pretrial or trial  
21 proceedings), that the Producing Party affix at a minimum, the legend  
22 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
23 contains protected material. If only a portion or portions of the material on a page  
24 qualifies for protection, the Producing Party also must clearly identify the  
25 protected portion(s) (e.g., by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents available for  
27 inspection need not designate them for protection until after the inspecting Party  
28 has indicated which documents it would like copied and produced. During the

1 inspection and before the designation, all of the material made available for  
2 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
3 identified the documents it wants copied and produced, the Producing Party must  
4 determine which documents, or portions thereof, qualify for protection under this  
5 Order. Then, before producing the specified documents, the Producing Party  
6 must affix the “CONFIDENTIAL legend” to each page that contains Protected  
7 Material. If only a portion or portions of the material on a page qualifies for  
8 protection, the Producing Party also must clearly identify the protected portion(s)  
9 (e.g., by making appropriate markings in the margins).

10 (b) for testimony given in depositions that the Designating Party identify  
11 the Disclosure or Discovery Material on the record, before the close of the  
12 deposition all protected testimony.

13 (c) for information produced in some form other than documentary and for  
14 any other tangible items, that the Producing Party affix in a prominent place on  
15 the exterior of the container or containers in which the information is stored the  
16 legend “CONFIDENTIAL.” If only a portion or portions of the information  
17 warrants protection, the Producing Party, to the extent practicable, shall identify  
18 the protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an  
20 inadvertent failure to designate qualified information or items does not, standing  
21 alone, waive the Designating Party’s right to secure protection under this Order  
22 for such material.

23 Upon timely correction of a designation, the Receiving Party must make  
24 reasonable efforts to assure that the material is treated in accordance with the  
25 provisions of this Order.

26 ///

27 ///

28 ///

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37.1 et seq.

7 6.3 The burden of persuasion in any such challenge proceeding shall be  
8 on the Designating Party. Frivolous challenges, and those made for an improper  
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
10 parties) may expose the Challenging Party to sanctions. Unless the Designating  
11 Party has waived or withdrawn the confidentiality designation, all parties shall  
12 continue to afford the material in question the level of protection to which it is  
13 entitled under the Producing Party's designation until the Court rules on the  
14 challenge.

15  
16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

17 7.1 Basic Principles. A Receiving Party may use Protected Material that  
18 is disclosed or produced by another Party or by a Non-Party in connection with  
19 this Action only for prosecuting, defending, or attempting to settle this Action.  
20 Such Protected Material may be disclosed only to the categories of persons and  
21 under the conditions described in this Order. When the Action has been  
22 terminated, a Receiving Party must comply with the provisions of section 13  
23 below (FINAL DISPOSITION). Protected Material must be stored and  
24 maintained by a Receiving Party at a location and in a secure manner that ensures  
25 that access is limited to the persons authorized under this Order.

26 ///

27 ///

28 ///

1           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only to:

5           (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
6 well as employees of said Outside Counsel of Record to whom it is reasonably  
7 necessary to disclose the information for this Action;

8           (b) the officers, directors, and employees (including House Counsel) of  
9 the Receiving Party to whom disclosure is reasonably necessary for this Action;

10           (c) Experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this Action and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13           (d) the court and its personnel;

14           (e) court reporters and their staff;

15           (f) professional jury or trial consultants, mock jurors, and Professional  
16 Vendors to whom disclosure is reasonably necessary for this Action and who  
17 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18           (g) the author or recipient of a document containing the information or a  
19 custodian or other person who otherwise possessed or knew the information;

20           (h) during their depositions, witnesses, and attorneys for witnesses, in the  
21 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
22 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
23 they will not be permitted to keep any confidential information unless they sign  
24 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
25 otherwise agreed by the Designating Party or ordered by the court. Pages of  
26 transcribed deposition testimony or exhibits to depositions that reveal Protected  
27 Material may be separately bound by the court reporter and may not be disclosed  
28 to anyone except as permitted under this Stipulated Protective Order; and

1 (i) any mediator or settlement officer, and their supporting personnel,  
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3  
4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
5 PRODUCED IN OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other  
7 litigation that compels disclosure of any information or items designated in this  
8 Action as “CONFIDENTIAL,” that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification  
10 shall include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order  
12 to issue in the other litigation that some or all of the material covered by the  
13 subpoena or order is subject to this Protective Order. Such notification shall  
14 include a copy of this Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be  
16 pursued by the Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served  
18 with the subpoena or court order shall not produce any information designated in  
19 this action as “CONFIDENTIAL” before a determination by the court from  
20 which the subpoena or order issued, unless the Party has obtained the  
21 Designating Party’s permission. The Designating Party shall bear the burden and  
22 expense of seeking protection in that court of its confidential material and  
23 nothing in these provisions should be construed as authorizing or encouraging a  
24 Receiving Party in this Action to disobey a lawful directive from another court.

25 ///

26 ///

27 ///

28 ///

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a  
4 Non-Party in this Action and designated as "CONFIDENTIAL." Such  
5 information produced by Non-Parties in connection with this litigation is  
6 protected by the remedies and relief provided by this Order. Nothing in these  
7 provisions should be construed as prohibiting a Non-Party from seeking  
8 additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to  
10 produce a Non-Party's confidential information in its possession, and the Party is  
11 subject to an agreement with the Non-Party not to produce the Non-Party's  
12 confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party that  
14 some or all of the information requested is subject to a confidentiality agreement  
15 with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated  
17 Protective Order in this Action, the relevant discovery request(s), and a  
18 reasonably specific description of the information requested; and

19 (3) make the information requested available for inspection by the Non-  
20 Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this court within  
22 14 days of receiving the notice and accompanying information, the Receiving  
23 Party may produce the Non-Party's confidential information responsive to the  
24 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
25 Party shall not produce any information in its possession or control that is subject  
26 to the confidentiality agreement with the Non-Party before a determination by the  
27 court. Absent a court order to the contrary, the Non-Party shall bear the burden  
28 and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this

1 Protective Order no Party waives any right it otherwise would have to object to  
2 disclosing or producing any information or item on any ground not addressed in  
3 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
4 any ground to use in evidence of any of the material covered by this Protective  
5 Order.

6 12.3 Filing Protected Material. A Party that seeks to file under seal any  
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
8 may only be filed under seal pursuant to a court order authorizing the sealing of  
9 the specific Protected Material at issue. If a Party's request to file Protected  
10 Material under seal is denied by the court, then the Receiving Party may file the  
11 information in the public record unless otherwise instructed by the court.

12  
13 13. FINAL DISPOSITION

14 After the final disposition of this Action, as defined in paragraph 4, within  
15 60 days of a written request by the Designating Party, each Receiving Party must  
16 return all Protected Material to the Producing Party or destroy such material. As  
17 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
18 compilations, summaries, and any other format reproducing or capturing any of  
19 the Protected Material. Whether the Protected Material is returned or destroyed,  
20 the Receiving Party must submit a written certification to the Producing Party  
21 (and, if not the same person or entity, to the Designating Party) by the 60 day  
22 deadline that (1) identifies (by category, where appropriate) all the Protected  
23 Material that was returned or destroyed and (2) affirms that the Receiving Party  
24 has not retained any copies, abstracts, compilations, summaries or any other  
25 format reproducing or capturing any of the Protected Material. Notwithstanding  
26 this provision, Counsel are entitled to retain an archival copy of all pleadings,  
27 motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
28 correspondence, deposition and trial exhibits, expert reports, attorney work

1 product, and consultant and expert work product, even if such materials contain  
2 Protected Material. Any such archival copies that contain or constitute Protected  
3 Material remain subject to this Protective Order as set forth in Section 4  
4 (DURATION).

5 14. Any violation of this Order may be punished by any and all  
6 appropriate measures including, without limitation, contempt proceedings and/or  
7 monetary sanctions.

8  
9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10  
11 DATED: April 18, 2018

Desai Law Firm, P.C.

12  
13 By: /s/ Aashish Y. Desai

14 Aashish Y. Desai  
15 Adrienne De Castro  
16 Attorneys for Plaintiffs

17 DATED: April 18, 2018

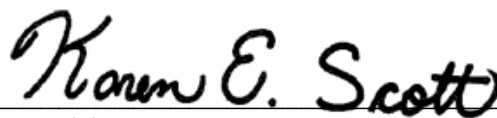
LARSON & GASTON, LLP

18 By: /s/ Victor J. Cosentino

19 Victor J. Cosentino, Esq.  
20 Attorneys for Defendant

21  
22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

23  
24  
25 DATED: April 24, 2018



26 Honorable Karen E. Scott  
27 United States District/Magistrate Judge  
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of  
California on \_\_\_\_\_ [date] in the case of *Leonard Luna, et al. v. Hansen  
& Adkins Auto Transport, Inc.*, CASE NO. 8:17-cv-00990-DOC-KES . I agree to  
comply with and to be bound by all the terms of this Stipulated Protective Order  
and I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I  
will not disclose in any manner any information or item that is subject to this  
Stipulated Protective Order to any person or entity except in strict compliance  
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Stipulated Protective Order, even if such enforcement proceedings occur  
after termination of this action. I hereby appoint \_\_\_\_\_  
[print or type full name] of \_\_\_\_\_  
[print or type full address and telephone number] as my California agent for  
service of process in connection with this action or any proceedings related to  
enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Leonard Luna et al v. Hansen and Adkins Auto Transport, Inc et al  
United States District Court, Central District of California, Southern Division (Santa Ana)  
Case No.: 8:17-cv-00990-DOC-KES

### CERTIFICATE OF SERVICE

I, Nicole Padget, declare as follows:

I am over the age of eighteen years and not a party to the case. I am employed in the County of Los Angeles, California. My business address is: 200 S. Los Robles Avenue, Suite 530, Pasadena, CA 91101.

On the date below I electronically filed with the Court through its CM/ECF program and served through the same program the following document(s): **STIPULATED PROTECTIVE ORDER**, on the interested parties in said case addressed as follows:

Aashish Y Desai, Esq.  
Maria Adrienne De Castro, Esq.  
**DESAI LAW FIRM PC**  
3200 Bristol Street Suite 650  
Costa Mesa, CA 92626  
**Email:** [aashish@desai-law.com](mailto:aashish@desai-law.com)  
**Email:** [adrienne@desai-law.com](mailto:adrienne@desai-law.com)  
Attorney for Plaintiffs, LEONARD LUNA and IAN HALL

☐ (BY MAIL) I caused such envelope with postage thereon fully paid to be placed in the United States mail at Pasadena, California. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that the motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing affidavit.

☒ (ELECTRONICALLY) Pursuant to the CM/ECF System, registration as a CM/ECF user constitutes consent to electronic service through the Court’s transmission facilities. The Court’s CM/ECF system sends an email notification of the filing to the parties and counsel of record listed above who are registered with the Court’s CM/ECF system.

☒ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury, under the laws of the United States of America that the foregoing is true and correct.

I declare under penalty under perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 18, 2018, at Pasadena, California.

\_\_\_\_\_  
Nicole Padget